the taking of possession by the purchaser as in substance a common-law conveyance by livery of seisin. See Roscoe Pound, "The Progress of the Law — Equity," 33 HARV. L. REV. 929, 941–943. To-day such possession is regarded as sufficient because it is solely referable to a contract concerning this land. Clearly the possession of the purchaser's agent is the possession of the purchaser. See *Wharton* v. *Stoutenburgh*, 35 N. J. Eq. 266. In the principal case, the possession of the contract beneficiary, taken at the instigation of the purchaser and with the assent of the vendor, must equally be regarded as the possession of the purchaser. However astray from "the right line of progress toward a satisfactory law upon this subject," which would require, beyond possession solely referable to the contract, irreparable injury to the purchaser if specific performance is denied, the decision clearly indicates the state of the prevailing authorities. See Roscoe Pound, "The Progress of the Law — Equity," *supra*, 944, 945; 15 HARV. L. REV. 659.

SURETYSHIP — SURETY'S RIGHT TO EXECUTION AT LAW UPON A JUDGMENT PROCURED BY THE CREDITOR AFTER PAYMENT BY THE SURETY. — A creditor obtained a judgment against the principal debtor and his surety. After payment by the surety, the judgment was assigned to him. Execution was levied upon this judgment against the property of the principal who now moves to quash the execution. *Held*, that the execution be quashed. *Grizzle* v. *Fletcher*, 105 S. E. 457 (Va.).

At law the payment of a joint obligation by one of the obligors extinguishes the obligation. *Booth* v. *Farmers & Mechanics' Nat. Bank*, 74 N. Y. 228. See 1 WILLISTON, CONTRACTS, § 332. And taking a narrow view, English courts of equity refused to allow a surety to be subrogated to the advantages of the creditor, such as bonds or judgments, which were legally destroyed by payment of the debt by the surety. *Copis* v. *Middleton*, 1 Turn. & R. 224; *Armitage* v. *Baldwin*, 5 Beav. 278. But this has been changed by statute in England. See MERCANTILE LAW AMEND. ACT, 19 & 20 VICT., c. 97, § 5. And to-day in most American jurisdictions equity keeps alive the original obligation so that a surety who has paid may be subrogated to a judgment rendered against himself, his principal, and his co-sureties. *Furnold* v. *Bank of the State of Missouri*, 44 Mo. 336. See 2 WILLISTON, CONTRACTS, § 1268. This often becomes important in establishing priority. *Hill* v. *King*, 48 Oh. St. 75, 26 N. E. 988. For a surety's right to reimbursement only arises upon his payment to the creditor. *Blanchard* v. *Blanchard*, 201 N. Y. 134, 94 N. E. 630. By statute many states allow execution at law upon such a judgment without requiring any decree of equity. *Kimmel* v. *Lowe*, 28 Minn. 265, 9 N. W. 764; *Garvin* v. *Garvin*, 27 S. C. 472, 4 S. E. 148; *Ezzard* v. *Bell*, 100 Ga. 150, 28 S. E. 28. And a few courts permit this without a statute if the suretyship relation was established in the former action and the judgment has been assigned to the surety. *Nelson* v. *Webster*, 72 Neb. 332, 100 N. W. 411; *Williams* v. *Riehl*, 127 Cal. 365, 59 Pac. 762. Since these factors were present in the principal case, the decision indicates a close adherence by the Virginia Court to the separation of legal and equitable relief.

TRUSTS — *CESTUI QUE TRUST'S* INTEREST IN *RES* — TRUST FOR EDUCATION AND MAINTENANCE. — The testator bequeathed his estate in trust to pay £13 a year to a named educational institution for the maintenance and education of his son, then aged four, and directed that if the son died before the estate was exhausted the balance should be applied in care of a certain grave. The expense of the son's education was borne by his mother, and at his majority the estate, which amounted to about £100, was still intact. *Held*, that the son is entitled to the money. *In the Will of O'Rourke*, [1920] V. L. R. 546.